TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hilex Poly Co. LLC		110/18/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.	
Street Address:	1585 Broadway	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1545363	AUTO-MATE
Serial Number:	76622915	BAG-TO-BAG
Registration Number:	1524462	ENVIRO-MATE
Registration Number:	1677625	ENVIROMULCH
Registration Number:	1414275	HELPMATE, JR.
Registration Number:	1378137	HELPMATE 3000
Registration Number:	1653101	JAWS
Registration Number:	1524470	MINIMATE
Registration Number:	1423948	QUIKMATE
Registration Number:	1766706	QUIKMATE EZ
Registration Number:	1855172	QUIKMATE MINI
Registration Number:	2911503	QUIKSERV
Registration Number:	2316520	QUIKSTAR

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Registration Number:	2132866	QUIKTAB
Registration Number:	1429267	ROLLMATE
Registration Number:	1524547	ROLLMATE II
Registration Number:	2134942	SRM

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Street
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	56653.00051
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	10/24/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 2 2005, by HILEX POLY CO. LLC, a Delaware limited liability company ("Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation, individually and in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for certain lenders from time to time party to the below defined Credit Agreement (the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans as set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, Grantor, the other Grantors named therein and Agent have entered into that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor and the other Grantors therein granted a security interest in substantially all of their assets to Agent, for itself and the ratable benefit of Lenders;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants, to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on <u>Schedule I</u> hereto;
 - (b) all applications, divisional applications, registrations, renewals, extensions, and foreign applications and registrations corresponding thereto, relating to each Trademark;

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- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against any third party for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that the Trademark Collateral shall not include any rights or interests of Grantor under any Trademark License, if, and solely to the extent that, the granting of a security interest in favor of Agent with respect to such Trademark License would cause a default under the express terms of such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to the Code (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity), provided further, however, that immediately upon the ineffectiveness, lapse, amendment or termination of any such term, such Trademark License shall (without any further action or delivery by any Person) constitute Trademark Collateral (and Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantor in or to monies due or to become due under any Trademark License or any other Proceeds from the sale, license, lease or disposition of such Trademark License, and Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Trademark License to cause the grant of the security interest in favor of Agent in such Trademark License, as contemplated hereunder, to be permitted thereunder. Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to use application relating to any Trademark.

- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>GOVERNING LAW</u>. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature page follows]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above. HILEX POLY CO. LLC, a Delaware limited Name: Title:_ ACCEPTED AND ACKNOWLEDGED BY: MORGAN STANLEY SENIOR FUNDING, INC., as Agent By: Name: Title: ACKNOWLEDGMENT OF GRANTOR STATE OF CALIFORNIA SS. COUNTY OF LOS ANGELES On this 14th day of 040822, 2005 before me personally appeared proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HILEY POLY CO. U.E., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation. Notary Public

{seal}

Agreement to be executed and delivered by its duly above.	intor has caused this Trademark Security y authorized officer as of the date first set forth
	HILEX POLY CO. LLC, a Delaware limited liability company
	By: Name: Title:
ACCEPTED AND ACKNOWLEDGED BY:	
MORGAN STANLEY SENIOR FUNDING, INC.	, as Agent
By: Jelles Calcalus Title: P ACKNOWLEDGMEN	T OF GRANTOR
STATE OF	
On this day of, proved to me on the basis executed the foregoing instrument on behalf of sworn did depose and say that he is an authorize instrument was signed on behalf of said corporation that he acknowledged said instrument to be the free	n as authorized by its Board of Directors and
Notary	Public
{seal}	

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS			
TRADEMARK REG. NO.	DATE		
SEE ANNEX I ATTACHED HERETO			

TRADEMARK APPLICATIONS	
SEE ANNEX I ATTACHED HERETO	

	RADEMARK LICENSES	
NAME OF AGREEMENT	PARTIES	DATE OF AGREEMENT
NONE		
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ANNEX I **TRADEMARKS**

Domestic:

<u>Trademark</u>	Registration Number	Renewal Date
AUTO-MATE	1,545,363	6/27/09
BAG-2-BAG	76/622,915	pending
ENVIRO-MATE	1,524,462	2/14/09
ENVIROMULCH	1,677,625	3/3/12
HELPMATE, JR.	1,414,275	10/21/06
HELPMATE 3000	1,378,137	1/14/06
JAWS	1,653,101	8/6/11
MINIMATE	1,524,470	2/14/09
QUIKMATE	1,423,948	1/6/07
QUIKMATE EZ	1,766,706	4/20/13
QUIKMATE MINI	1,855,172	9/20/04
QUIKSERV	2,911,503	registered
QUIKSTAR	2,316,520	2/8/20
QUIKTAB	2,132,866	1/27/18
ROLLMATE	1,429,267	2/17/07
ROLLMATE II	1,524,547	2/14/09
SRM	2,134,942	2/3/08

Foreign:

Country	Mark	APP/REG NO.	Status	RENEWAL DATE
				DATE
Australia	AUTO-MATE	513455	Registered	6/23/06
10110 102 11	ENVIRO-MATE	513122	Registered	6/16/06
	MINIMATE	513457	Registered	6/23/06
	QUIKMATE	513123	Registered	6/19/06
1	ROLLMATE	513454	Registered	6/23/06
Belgium	MINIMATE	455119	Registered	1/6/09
	ROLLMATE	446440	Registered	5/25/08
Holland	MINIMATE	455119	Registered	1/6/09
	ROLLMATE	446440	Registered	5/25/08
Luxembourg	MINIMATE	455119	Registered	1/6/09
	ROLLMATE	446440	Registered	5/25/08
Canada	AUTO-MATE	381077	Registered	3/8/06
	ENVIRO-MATE	368784	Registered	5/18/05
	JAWS	386197	Registered	6/28/06
	MINIMATE	369092	Registered	6/1/05
	QUIKFOLD	(SN)1176915	Pending	

(Borrower Trademark)
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Country	Mark	APP/REG NO.	Status	RENEWAL DATE
	QUIKMATE-EZ	435864	Registered	11/18/09
	QUIKSERV	(SN)1176916	Pending	
	QUIKSTAR	536915	Registered	11/8/15
	QUIKTAB	527021	Registered	4/26/15
	ROLLMATE	332459	Registered	9/25/17
	ROLLMATE II	368554	Registered	5/11/05
	TWINMATE	359330	Registered	8/11/04
Denmark	AUTO-MATE	0783-1991	Registered	2/1/11
Finland	ENVIRO-MATE	115285	Registered	12/5/11
	MINIMATE	115019	Registered	11/20/11
	QUIKMATE	115020	Registered	11/20/11
	ROLLMATE	115021	Registered	11/20/11
France	MINIMATE	1514100	Registered	2/13/09
	ROLLMATE	1674778	Registered	7/21/08
Germany	MINIMATE	1144910	Registered	3/1/09
	ROLLMATE	1136186	Registered	5/26/08
Great Britain	AUTO-MATE	1395792	Registered	8/23/06
	MINIMATE	1369185	Registered	1/6/06
	ROLLMATE	1345196	Registered	5/21/05
Ireland	AUTO-MATE	135391	Registered	8/21/06
	MINIMATE	130665	Registered	1/12/10
	ROLLMATE	127158	Registered	6/13/09
Japan	ROLLMATE	2386624	Registered	
Mexico	QUIKFOLD	607904	Registered	
	QUIKSERV	807985	Registered	
	QUIKSTAR	697197	Pending	
	QUIKTAB	547731	Registered	4/10/07
New Zealand	AUTO-MATE	195683	Registered	8/24/10
	MINIMATE	195687	Registered	8/24/10
	ROLLMATE	195684	Registered	8/24/10
	QUIKMATE	194472	Registered	
Puerto Rico	QUIKFOLD		Pending	
	QUIKSERV		Pending	
Switzerland	ENVIROMATE/RCB	402,593	Registered	

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